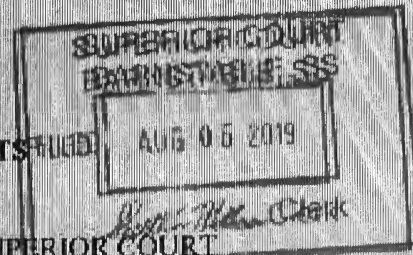


COMMONWEALTH OF MASSACHUSETTS



BARNSTABLE, SS.

THE YARMOUTH
TAXPAYERS/REGISTERED VOTERS,

Plaintiffs

v.

DENNIS-YARMOUTH SCHOOL
COMMITTEE, TOWN OF DENNIS, and
TOWN OF YARMOUTH

Defendants

DEFENDANT TOWN OF DENNIS'
ANSWER TO COMPLAINT

Now comes defendant, Town of Dennis (hereinafter referred to as "Dennis"), and hereby answers the above-captioned Complaint as follows:

The allegations set forth in the introductory paragraph before Paragraph 1 constitute introductory statements and contentions as to matters of law not requiring a response by Dennis. To the extent that a response is required, Dennis denies that the plaintiffs are entitled to the relief sought.

1. Dennis is without sufficient information to affirm or deny the allegations set forth in Paragraph 1.
2. The allegations set forth in Paragraph 2 constitute contentions as to matters of law not requiring a response by Dennis. To the extent a response is required, Dennis admits that the Dennis-Yarmouth Regional School District (hereinafter "DYRSD") is a regional school district.
3. There is no Paragraph number 3 in the Complaint.

4. Admitted.
5. Admitted.
6. Admitted.
7. Dennis states that the Regional School District Agreement referenced in Paragraph 7 speaks for itself and Dennis calls upon the plaintiffs to prove their characterization thereof.
8. The allegations set forth in Paragraph 8 constitute contentions as to matters of law not requiring a response by Dennis. To the extent a response is required, Dennis admits that G.L. c. 71 contains various legal provisions applicable to regional school districts, including DYRSD. Further answering, Dennis states that the Regional Agreement referenced in Paragraph 8 speaks for itself and Dennis calls upon the plaintiffs to prove their characterization thereof.
9. The allegations in the first two sentences of Paragraph 9 are admitted. The allegations set forth in the third sentence of paragraph 9 are denied.
10. Admitted.
11. The allegations in the first two sentences of Paragraph 11 are denied. The allegations set forth in the third sentence of Paragraph 11 are admitted. To the extent a further response is required, Dennis states that the provisions of G.L. c. 71, §16(n) speak for themselves, but Dennis denies plaintiffs' characterization of same. Further answering, Dennis states that the Agreement referenced in Paragraph 11 speaks for itself and Dennis calls upon the plaintiffs to prove their characterization thereof.
12. Denied.
13. Denied.

14. Admitted only that Dennis and Yarmouth each held elections for the approval of debt and Dennis denies any characterization of same as set forth in Paragraph 14. Further answering, it is admitted only that the final tally following a recount of the election vote was 1,500 in favor and 1,957 against for Yarmouth and the final tally counted in the Dennis recount was 1,361 votes for and 879 against.

15. Admitted only that the allegations contained in the first sentence of Paragraph 15 represent the recount election tally. The remaining allegations set forth in Paragraph 15 are denied.

COUNT ONE

Dennis restates and incorporates its answers to all Paragraphs above as if fully set forth herein.

16. Denied.

COUNT TWO

17. Dennis restates and incorporates its answers to all Paragraphs above as if fully set forth herein.

18. Denied.

The allegations following Paragraph 18 of the Complaint comprise prayers for relief requiring no response by Dennis. To the extent a response is required, Dennis denies that the plaintiff is entitled to the relief being sought.

DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

The Complaint should be dismissed for lack of subject matter jurisdiction.

THIRD DEFENSE

The Complaint should be dismissed because the plaintiffs lack standing to bring the claims asserted therein.

FOURTH DEFENSE

The plaintiff is barred from recovery in this action by laches and/or estoppel.

FIFTH DEFENSE

The Complaint should be dismissed because the plaintiff has failed to set forth a justiciable case or controversy.

SIXTH DEFENSE

The Town of Dennis should be dismissed since it is improperly named as a party.

SEVENTH DEFENSE

The plaintiff is not entitled to any relief because the relief sought exceeds the scope of the Court's equity jurisdiction.

EIGHTH DEFENSE

The Plaintiff's Complaint is barred by the doctrine of unclean hands.

NINTH DEFENSE

The plaintiff's claims are barred by the doctrine of waiver.

TENTH DEFENSE

The plaintiff's claims are barred against the Town of Dennis on grounds there is no cognizable case or controversy.

ELEVENTH DEFENSE

The claims raised in the complaint are barred by the final judgment of the Barnstable Superior Court in the case of Town of Yarmouth v. Dennis-Yarmouth Regional School District and Town of Dennis, Barnstable Superior Court, C.A. No. 1972CV00059.

TWELFTH DEFENSE


The Complaint is wholly insubstantial, frivolous and not advanced in good faith, and the Town of Dennis is entitled to an award of its reasonable costs and attorneys' fees, pursuant to G.L. c.231, §6F.

JURY DEMAND

The Town of Dennis respectfully demands a trial by jury on all counts and issues so triable.

WHEREFORE, defendant, Town of Dennis, demands that the Complaint be dismissed, that judgment be entered in its favor, and that said defendant be awarded its costs and reasonable attorneys' fees.

DEFENDANT,
TOWN OF DENNIS
By its attorneys,


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Gregg J. Corbo (BBO# 641459)
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CERTIFICATE OF SERVICE

I, Janelle M. Austin, hereby certify that on the below date, I served a copy of the foregoing Defendant Town of Dennis' Answer to Complaint, by first-class mail, postage prepaid, to the following counsel of record and pro se plaintiffs:

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Dated: _____

8/2/19

